

House File 2355

H-8232

1 Amend the amendment, H-8225, to House File 2355, as follows:

2 1. By striking page 1, line 1, through page 5, line 29, and
3 inserting:

4 <Amend House File 2355, as follows:

5 1. By striking everything after the enacting clause and
6 inserting:

7 <DIVISION I

8 ECONOMIC DEVELOPMENT LEGISLATIVE FINDINGS

9 Section 1. Section 96.2, Code 2022, is amended to read as
10 follows:

11 **96.2 Guide for interpretation.**

12 1. As a guide to the interpretation and application of
13 this chapter, the public policy of this state is declared to
14 be as follows: Economic insecurity due to unemployment is
15 a serious menace to the health, morals, and welfare of the
16 people of this state. Involuntary unemployment is therefore
17 a subject of general interest and concern which requires
18 appropriate action by the legislature to prevent its spread
19 and to lighten its burden which now so often falls with
20 crushing force upon the unemployed worker and the worker's
21 family. The achievement of social security requires protection
22 against this greatest hazard of our economic life. This can
23 be provided by encouraging employers to provide more stable
24 employment and by the systematic accumulation of funds during
25 periods of employment to provide benefits for periods of
26 unemployment, thus maintaining purchasing power and limiting
27 the serious social consequences of poor relief assistance.
28 The legislature, therefore, declares that in its considered
29 judgment the public good and the general welfare of the
30 citizens of this state require the enactment of this measure,
31 under the police powers of the state, for the compulsory
32 setting aside of unemployment reserves to be used for the
33 benefit of persons unemployed through no fault of their own.

34 2. It is the finding of the legislature that true economic
35 development can only be achieved when workers are given the

1 respect they deserve. Economic development must include all
2 residents of this state, including men and women, people of all
3 gender identities, minorities, and immigrants. The legislature
4 further finds that economic development should include but not
5 be limited to residents of this state being paid a living wage,
6 this state being a welcoming place for immigrants, child care
7 and housing being readily affordable and available, and public
8 workers having collective bargaining rights.

9 DIVISION II

10 PUBLIC EMPLOYEE COLLECTIVE BARGAINING

11 Sec. 2. Section 20.3, subsections 11 and 13, Code 2022, are
12 amended by striking the subsections.

13 Sec. 3. Section 20.6, subsection 1, Code 2022, is amended
14 to read as follows:

15 1. ~~Administer~~ Interpret, apply, and administer the
16 provisions of this chapter.

17 Sec. 4. Section 20.6, subsections 6 and 7, Code 2022, are
18 amended by striking the subsections.

19 Sec. 5. Section 20.7, subsection 2, Code 2022, is amended
20 to read as follows:

21 2. Hire, ~~evaluate~~, promote, demote, transfer, assign, and
22 retain public employees in positions within the public agency.

23 Sec. 6. Section 20.8, subsection 5, Code 2022, is amended by
24 striking the subsection.

25 Sec. 7. Section 20.9, Code 2022, is amended by striking the
26 section and inserting in lieu thereof the following:

27 **20.9 Scope of negotiations.**

28 1. The public employer and the employee organization
29 shall meet at reasonable times, including meetings reasonably
30 in advance of the public employer's budget-making process,
31 to negotiate in good faith with respect to wages, hours,
32 vacations, insurance, holidays, leaves of absence, shift
33 differentials, overtime compensation, supplemental pay,
34 seniority, transfer procedures, job classifications, health and
35 safety matters, evaluation procedures, procedures for staff

1 reduction, in-service training, and other matters mutually
2 agreed upon. Negotiations shall also include terms authorizing
3 dues checkoff for members of the employee organization and
4 grievance procedures for resolving any questions arising under
5 the agreement, which shall be embodied in a written agreement
6 and signed by the parties. If an agreement provides for dues
7 checkoff, a member's dues may be checked off only upon the
8 member's written request and the member may terminate the dues
9 checkoff at any time by giving thirty days' written notice.

10 Such obligation to negotiate in good faith does not compel
11 either party to agree to a proposal or make a concession.

12 2. Nothing in this section shall diminish the authority
13 and power of the department of administrative services, board
14 of regents' merit system, Iowa public broadcasting board's
15 merit system, or any civil service commission established by
16 constitutional provision, statute, charter, or special act to
17 recruit employees, prepare, conduct and grade examinations,
18 rate candidates in order of their relative scores for
19 certification for appointment or promotion or for other matters
20 of classification, reclassification or appeal rights in the
21 classified service of the public employer served.

22 3. All retirement systems shall be excluded from the scope
23 of negotiations.

24 Sec. 8. Section 20.10, subsection 3, paragraph j, Code 2022,
25 is amended by striking the paragraph.

26 Sec. 9. Section 20.12, subsection 5, Code 2022, is amended
27 to read as follows:

28 5. If an employee organization or any of its officers
29 is held to be in contempt of court for failure to comply
30 with an injunction pursuant to [this section](#), or is convicted
31 of violating [this section](#), the employee organization shall
32 be immediately decertified, shall cease to represent the
33 bargaining unit, shall cease to receive any dues by checkoff,
34 and may again be certified only after ~~twenty-four~~ twelve months
35 have elapsed from the effective date of decertification and

1 only if after a new ~~petition for certification pursuant to~~
2 compliance with section 20.14 ~~is filed and a new certification~~
3 ~~election pursuant to section 20.15~~ is held. The penalties
4 provided in this section may be suspended or modified by the
5 court, but only upon request of the public employer and only
6 if the court determines the suspension or modification is in
7 the public interest.

8 Sec. 10. Section 20.15, Code 2022, is amended by striking
9 the section and inserting in lieu thereof the following:

10 **20.15 Elections.**

11 1. Upon the filing of a petition for certification of an
12 employee organization, the board shall submit a question to
13 the public employees at an election in the bargaining unit
14 found appropriate by the board. The question on the ballot
15 shall permit the public employees to vote for no bargaining
16 representation or for any employee organization which has
17 petitioned for certification or which has presented proof
18 satisfactory to the board of support of ten percent or more of
19 the public employees in the appropriate unit.

20 2. If a majority of the votes cast on the question is
21 for no bargaining representation, the public employees in
22 the bargaining unit found appropriate by the board shall not
23 be represented by an employee organization. If a majority
24 of the votes cast on the question is for a listed employee
25 organization, then that employee organization shall represent
26 the public employees in the bargaining unit found appropriate
27 by the board.

28 3. If none of the choices on the ballot receive the vote
29 of a majority of the public employees voting, the board shall
30 conduct a runoff election among the two choices receiving the
31 greatest number of votes.

32 4. Upon written objections filed by any party to the
33 election within ten days after notice of the results of
34 the election, if the board finds that misconduct or other
35 circumstances prevented the public employees eligible to

1 vote from freely expressing their preferences, the board may
2 invalidate the election and hold a second election for the
3 public employees.

4 5. Upon completion of a valid election in which the majority
5 choice of the employees voting is determined, the board shall
6 certify the results of the election and shall give reasonable
7 notice of the order to all employee organizations listed on the
8 ballot, the public employers, and the public employees in the
9 appropriate bargaining unit.

10 6. *a.* A petition for certification as exclusive bargaining
11 representative of a bargaining unit shall not be considered
12 by the board for a period of one year from the date of the
13 noncertification of an employee organization as the exclusive
14 bargaining representative of that bargaining unit following a
15 certification election. A petition for certification as the
16 exclusive bargaining representative of a bargaining unit shall
17 also not be considered by the board if the bargaining unit is
18 at that time represented by a certified exclusive bargaining
19 representative.

20 *b.* A petition for the decertification of the exclusive
21 bargaining representative of a bargaining unit shall not be
22 considered by the board for a period of one year from the date
23 of its certification, or within one year of its continued
24 certification following a decertification election, or during
25 the duration of a collective bargaining agreement which, for
26 purposes of this section, shall be deemed not to exceed two
27 years. However, if a petition for decertification is filed
28 during the duration of a collective bargaining agreement, the
29 board shall award an election under this section not more than
30 one hundred eighty days and not less than one hundred fifty
31 days prior to the expiration of the collective bargaining
32 agreement. If an employee organization is decertified, the
33 board may receive petitions under section 20.14, provided that
34 no such petition and no election conducted pursuant to such
35 petition within one year from decertification shall include as

1 a party the decertified employee organization.

2 *c.* A collective bargaining agreement with the state, its
3 boards, commissions, departments, and agencies shall be for two
4 years. The provisions of a collective bargaining agreement or
5 arbitrator's award affecting state employees shall not provide
6 for renegotiations which would require the refinancing of
7 salary and fringe benefits for the second year of the term of
8 the agreement, except as provided in section 20.17, subsection
9 6. The effective date of any such agreement shall be July 1 of
10 odd-numbered years, provided that if an exclusive bargaining
11 representative is certified on a date which will prevent the
12 negotiation of a collective bargaining agreement prior to
13 July 1 of odd-numbered years for a period of two years, the
14 certified collective bargaining representative may negotiate
15 a one-year contract with the public employer which shall be
16 effective from July 1 of the even-numbered year to July 1
17 of the succeeding odd-numbered year when new contracts shall
18 become effective.

19 Sec. 11. Section 20.17, subsection 8, Code 2022, is amended
20 by striking the subsection and inserting in lieu thereof the
21 following:

22 8. The salaries of all public employees of the state under
23 a merit system and all other fringe benefits which are granted
24 to all public employees of the state shall be negotiated with
25 the governor or the governor's designee on a statewide basis,
26 except those benefits which are not subject to negotiations
27 pursuant to the provisions of section 20.9.

28 Sec. 12. Section 20.17, Code 2022, is amended by adding the
29 following new subsection:

30 NEW SUBSECTION. 8A. A public employee or any employee
31 organization shall not negotiate or attempt to negotiate
32 directly with a member of the governing board of a public
33 employer if the public employer has appointed or authorized
34 a bargaining representative for the purpose of bargaining
35 with the public employees or their representative, unless the

1 member of the governing board is the designated bargaining
2 representative of the public employer.

3 Sec. 13. Section 20.22, subsections 2, 3, 7, 9, and 10, Code
4 2022, are amended to read as follows:

5 2. Each party shall serve its final offer on each of
6 the impasse items upon the other party within four days of
7 the board's receipt of the request for arbitration, ~~or by a~~
8 ~~deadline otherwise agreed upon by the parties.~~ The parties may
9 continue to negotiate all offers until an agreement is reached
10 or an award is rendered by the arbitrator. The full costs of
11 arbitration under this section shall be shared equally by the
12 parties to the dispute.

13 3. The submission of the impasse items to the arbitrator
14 shall be limited to those items upon which the parties have
15 not reached agreement. With respect to each such item, the
16 arbitrator's award shall be restricted to the final offers on
17 each impasse item submitted by the parties to the arbitrator,
18 ~~except as provided in subsection 10, paragraph "b".~~

19 7. ~~For an arbitration involving a bargaining unit that~~
20 ~~has at least thirty percent of members who are public safety~~
21 ~~employees, the~~ The arbitrator shall consider ~~and specifically~~
22 ~~address in the arbitrator's determination,~~ in addition to any
23 other relevant factors, the following factors:

24 a. Past collective bargaining contracts between the parties
25 including the bargaining that led up to such contracts.

26 b. Comparison of wages, hours, and conditions of employment
27 of the involved public employees with those of other public
28 employees doing comparable work, giving consideration to
29 factors peculiar to the area and the classifications involved.

30 c. The interests and welfare of the public, the ability of
31 the public employer to finance economic adjustments, and the
32 effect of such adjustments on the normal standard of services.

33 d. The power of the public employer to levy taxes and
34 appropriate funds for the conduct of its operations.

35 9. ~~a.~~ The arbitrator may administer oaths, examine

1 witnesses and documents, take testimony and receive evidence,
2 and issue subpoenas to compel the attendance of witnesses and
3 the production of records. The arbitrator may petition the
4 district court at the seat of government or of the county
5 in which the hearing is held to enforce the order of the
6 arbitrator compelling the attendance of witnesses and the
7 production of records.

8 ~~b. Except as required for purposes of the consideration of~~
9 ~~the factors specified in subsection 7, paragraphs "a" through~~
10 ~~"c", and subsection 8, paragraph "a", subparagraphs (1) through~~
11 ~~(3), the parties shall not introduce, and the arbitrator~~
12 ~~shall not accept or consider, any direct or indirect evidence~~
13 ~~regarding any subject excluded from negotiations pursuant to~~
14 ~~section 20.9.~~

15 10. ~~a.~~ The arbitrator shall select within fifteen
16 days after the hearing the most reasonable offer, in the
17 arbitrator's judgment, of the final offers on each impasse item
18 submitted by the parties.

19 ~~b. (1) However, for an arbitration involving a bargaining~~
20 ~~unit that does not have at least thirty percent of members who~~
21 ~~are public safety employees, with respect to any increase in~~
22 ~~base wages, the arbitrator's award shall not exceed the lesser~~
23 ~~of the following percentages in any one-year period in the~~
24 ~~duration of the bargaining agreement:~~

25 ~~(a) Three percent.~~

26 ~~(b) A percentage equal to the increase in the consumer~~
27 ~~price index for all urban consumers for the midwest region,~~
28 ~~if any, as determined by the United States department of~~
29 ~~labor, bureau of labor statistics, or a successor index. Such~~
30 ~~percentage shall be the change in the consumer price index~~
31 ~~for the twelve-month period beginning eighteen months prior~~
32 ~~to the month in which the impasse item regarding base wages~~
33 ~~was submitted to the arbitrator and ending six months prior to~~
34 ~~the month in which the impasse item regarding base wages was~~
35 ~~submitted to the arbitrator.~~

1 ~~{2} To assist the parties in the preparation of their final~~
2 ~~offers on an impasse item regarding base wages, the board~~
3 ~~shall provide information to the parties regarding the change~~
4 ~~in the consumer price index for all urban consumers for the~~
5 ~~midwest region for any twelve-month period. The department of~~
6 ~~workforce development shall assist the board in preparing such~~
7 ~~information upon request.~~

8 Sec. 14. Section 20.22, subsection 8, Code 2022, is amended
9 by striking the subsection.

10 Sec. 15. Section 20.26, subsection 4, Code 2022, is amended
11 to read as follows:

12 4. Nothing in **this section** shall be construed to prohibit
13 voluntary contributions by individuals to political parties
14 or candidates, ~~provided that such contributions are not made~~
15 ~~through payroll deductions.~~

16 Sec. 16. Section 20.29, Code 2022, is amended to read as
17 follows:

18 **20.29 Filing agreement — public access — ~~internet site.~~**

19 ~~1. Collective bargaining agreements shall be in writing and~~
20 ~~shall be signed by the parties.~~

21 ~~2. A copy of a collective bargaining agreement entered into~~
22 ~~between a public employer and a certified employee organization~~
23 ~~and made final under **this chapter** shall be filed with the board~~
24 ~~by the public employer within ten days of the date on which the~~
25 ~~agreement is entered into.~~

26 ~~3. Copies of collective bargaining agreements entered~~
27 ~~into between the state and the state employees' bargaining~~
28 ~~representatives and made final under **this chapter** shall be~~
29 ~~filed with the secretary of state and be made available to the~~
30 ~~public at cost.~~

31 ~~4. The board shall maintain an internet site that allows~~
32 ~~searchable access to a database of collective bargaining~~
33 ~~agreements and other collective bargaining information.~~

34 Sec. 17. Section 20.30, Code 2022, is amended by striking
35 the section and inserting in lieu thereof the following:

1 **20.30 Supervisory member — no reduction before retirement.**

2 1. A supervisory member of any department or agency
3 employed by the state of Iowa shall not be granted a voluntary
4 reduction to a nonsupervisory rank or grade during the six
5 months preceding retirement of the member. A member of any
6 department or agency employed by the state of Iowa who retires
7 in less than six months after voluntarily requesting and
8 receiving a reduction in rank or grade from a supervisory to a
9 nonsupervisory position shall be ineligible for a benefit to
10 which the member is entitled as a nonsupervisory member but is
11 not entitled as a supervisory member.

12 2. The provisions of this section shall be effective during
13 the collective bargaining agreement in effect from July 1,
14 1979, to June 30, 1981.

15 Sec. 18. Section 20.31, subsection 2, unnumbered paragraph
16 1, Code 2022, is amended to read as follows:

17 A mediator shall not be required to testify in any judicial,
18 administrative, ~~arbitration~~, or grievance proceeding regarding
19 any matters occurring in the course of a mediation, including
20 any verbal or written communication or behavior, other than
21 facts relating exclusively to the timing or scheduling of
22 mediation. A mediator shall not be required to produce or
23 disclose any documents, including notes, memoranda, or other
24 work product, relating to mediation, other than documents
25 relating exclusively to the timing or scheduling of mediation.
26 This subsection shall not apply in any of the following
27 circumstances:

28 Sec. 19. Section 22.7, subsection 69, Code 2022, is amended
29 to read as follows:

30 69. The evidence of public employee support for
31 the certification, ~~retention and recertification~~, or
32 decertification of an employee organization as defined in
33 section 20.3 that is submitted to the public employment
34 relations board as provided in [section 20.14](#) or [20.15](#).

35 Sec. 20. Section 22.7, subsection 70, Code 2022, is amended

1 by striking the subsection.

2 Sec. 21. Section 70A.17A, Code 2022, is amended by adding
3 the following new subsection:

4 NEW SUBSECTION. 3. This section shall not affect a payroll
5 deduction elected by a state employee pursuant to section
6 70A.19.

7 Sec. 22. Section 70A.19, Code 2022, is amended by striking
8 the section and inserting in lieu thereof the following:

9 **70A.19 Duration of state payroll deduction for dues of**
10 **employee organization member.**

11 A state employee who elects a payroll deduction for
12 membership dues to an employee organization pursuant to the
13 provisions of a collective bargaining agreement negotiated
14 under the provisions of chapter 20 shall maintain the deduction
15 for a period of one year or until the expiration of the
16 collective bargaining agreement, whichever occurs first. A
17 state employee who transfers employment to a position covered
18 by a different collective bargaining agreement or who becomes
19 a management employee is not subject to this requirement.
20 With respect to state employees, this section supersedes the
21 provisions of section 20.9 allowing termination of a dues
22 checkoff at any time but does not supersede the requirement for
23 thirty days' written notice of termination.

24 Sec. 23. Section 412.2, subsection 1, Code 2022, is amended
25 to read as follows:

26 1. From the proceeds of the assessments on the wages
27 and salaries of employees, of any such waterworks system,
28 or other municipally owned and operated public utility,
29 eligible to receive the benefits thereof. Notwithstanding
30 any provisions of section 20.9 to the contrary, a council,
31 board of waterworks, or other board or commission which
32 establishes a pension and annuity retirement system pursuant to
33 this chapter, shall negotiate in good faith with a certified
34 employee organization as defined in section 20.3, which is the
35 collective bargaining representative of the employees, with

1 respect to the amount or rate of the assessment on the wages
2 and salaries of employees and the method or methods for payment
3 of the assessment by the employees.

4 Sec. 24. Section 602.1401, subsection 3, paragraph b, Code
5 2022, is amended to read as follows:

6 b. For purposes of chapter 20, the certified representative,
7 which on July 1, 1983, represents employees who become judicial
8 branch employees as a result of 1983 Iowa Acts, ch. 186, shall
9 remain the certified representative when the employees become
10 judicial branch employees and thereafter, unless the public
11 employee organization is ~~not retained and recertified or is~~
12 decertified in an election held under section 20.15 or amended
13 or absorbed into another certified organization pursuant to
14 chapter 20. Collective bargaining negotiations shall be
15 conducted on a statewide basis and the certified employee
16 organizations which engage in bargaining shall negotiate on a
17 statewide basis, although bargaining units shall be organized
18 by judicial district. The public employment relations board
19 shall adopt rules pursuant to chapter 17A to implement this
20 subsection.

21 Sec. 25. REPEAL. Sections 20.32 and 20.33, Code 2022, are
22 repealed.

23 Sec. 26. TRANSITION PROCEDURES — DEADLINE — EMERGENCY
24 RULES.

25 1. As of the effective date of this division of this Act,
26 parties, mediators, and arbitrators engaging in any collective
27 bargaining procedures provided for in chapter 20, Code 2022,
28 who have not, before the effective date of this division
29 of this Act, completed such procedures, shall immediately
30 terminate any such procedures in process. A collective
31 bargaining agreement negotiated pursuant to such procedures in
32 process shall not become effective. Parties, mediators, and
33 arbitrators shall not engage in further collective bargaining
34 procedures except as provided in this section. Such parties
35 shall commence collective bargaining in accordance with section

1 20.17, as amended in this division of this Act. Such parties
2 shall complete such bargaining not later than June 30, 2022,
3 unless the parties mutually agree to a different deadline.

4 2. The public employment relations board shall adopt
5 emergency rules under section 17A.4, subsection 3, and section
6 17A.5, subsection 2, paragraph "b", to provide for procedures
7 as deemed necessary to implement the provisions of this section
8 and the rules shall be effective immediately upon filing
9 unless a later date is specified in the rules. Such rules
10 shall include but are not limited to alternative deadlines for
11 completion of the procedures provided in sections 20.17 and
12 20.22, as amended by this division of this Act, and sections
13 20.19 and 20.20, which deadlines may be waived by mutual
14 agreement of the parties.

15 3. The department of administrative services shall adopt
16 emergency rules under section 17A.4, subsection 3, and
17 section 17A.5, subsection 2, paragraph "b", to provide for the
18 implementation of section 70A.19, as amended by this division
19 of this Act, and the rules shall be effective immediately upon
20 filing unless a later date is specified in the rules.

21 Sec. 27. ELECTIONS — DIRECTIVES TO PUBLIC EMPLOYMENT
22 RELATIONS BOARD.

23 1. The public employment relations board shall cancel any
24 elections scheduled or in process pursuant to section 20.15,
25 subsection 2, Code 2022, as of the effective date of this Act.

26 2. Notwithstanding section 20.15, subsection 1, paragraph
27 "c", Code 2022, the public employment relations board
28 shall consider a petition for certification of an employee
29 organization as the exclusive representative of a bargaining
30 unit for which an employee organization was not retained and
31 recertified as the exclusive representative of that bargaining
32 unit regardless of the amount of time that has elapsed since
33 the retention and recertification election at which an employee
34 organization was not retained or recertified.

35 Sec. 28. EFFECTIVE DATE. This division of this Act, being

1 deemed of immediate importance, takes effect upon enactment.

2 Sec. 29. APPLICABILITY. With the exception of the
3 section of this division of this Act amending section 20.6,
4 subsection 1, this division of this Act does not apply to
5 collective bargaining agreements which have been ratified in a
6 ratification election referred to in section 20.17, subsection
7 4, for which an arbitrator has made a final determination as
8 described in section 20.22, subsection 11, or which have become
9 effective, where such events occurred before the effective
10 date of this division of this Act. This division of this Act
11 applies to all collective bargaining procedures provided for in
12 chapter 20 occurring on and after the effective date of this
13 division of this Act and collective bargaining agreements for
14 which a ratification election referred to in section 20.17,
15 subsection 4, is held, for which an arbitrator makes a final
16 determination as described in section 20.22, subsection 11, or
17 which become effective on or after the effective date of this
18 division of this Act.

19 DIVISION III

20 EDUCATOR EMPLOYMENT MATTERS

21 Sec. 30. Section 279.13, subsections 2 and 5, Code 2022, are
22 amended to read as follows:

23 2. The contract shall remain in force and effect for the
24 period stated in the contract and shall be automatically
25 continued for equivalent periods except as modified or
26 terminated by mutual agreement of the board of directors and
27 the teacher or as ~~modified or~~ terminated in accordance with
28 the provisions specified in [this chapter](#). A contract shall
29 not be offered by the employing board to a teacher under its
30 jurisdiction prior to March 15 of any year. A teacher who has
31 not accepted a contract for the ensuing school year tendered
32 by the employing board may resign effective at the end of the
33 current school year by filing a written resignation with the
34 secretary of the board. The resignation must be filed not
35 later than the last day of the current school year or the date

1 specified by the employing board for return of the contract,
2 whichever date occurs first. However, a teacher shall not be
3 required to return a contract to the board or to resign less
4 than twenty-one days after the contract has been offered.

5 5. Notwithstanding the other provisions of [this section](#), a
6 temporary contract may be issued to a teacher ~~for a period of~~
7 ~~up to six months. Notwithstanding the other provisions of this~~
8 ~~section, a temporary contract may also be issued to a teacher~~
9 to fill a vacancy created by a leave of absence in accordance
10 with the provisions of [section 29A.28](#), which contract shall
11 automatically terminate upon return from military leave of the
12 former incumbent of the teaching position. ~~Temporary contracts~~
13 ~~and which contract~~ shall not be subject to the provisions of
14 sections 279.15 through 279.19, or [section 279.27](#). A separate
15 extracurricular contract issued pursuant to [section 279.19A](#) to
16 a person issued a temporary contract under [this section](#) shall
17 automatically terminate with the termination of the temporary
18 contract as required under [section 279.19A, subsection 8](#).

19 Sec. 31. Section 279.13, subsection 4, unnumbered paragraph
20 1, Code 2022, is amended to read as follows:

21 For purposes of [this section](#), [sections 279.14, 279.15,](#)
22 ~~[279.16](#)~~ [through 279.17, 279.19, and 279.27](#), unless the context
23 otherwise requires, "*teacher*" includes the following individuals
24 employed by a community college:

25 Sec. 32. Section 279.14, Code 2022, is amended to read as
26 follows:

27 **279.14 Evaluation criteria and procedures.**

28 1. The board shall establish evaluation criteria and shall
29 implement evaluation procedures. If an exclusive bargaining
30 representative has been certified, the board shall negotiate
31 in good faith with respect to evaluation procedures pursuant
32 to chapter 20.

33 2. The determination of standards of performance expected
34 of school district personnel shall be reserved as an exclusive
35 management right of the school board and shall not be subject

1 to mandatory negotiations under [chapter 20](#). ~~Objections~~
2 Notwithstanding chapter 20, objections to the procedures,
3 use, or content of an evaluation in a teacher termination
4 proceeding brought before the school board in a hearing held in
5 accordance with [section 279.16](#) or [279.27](#) shall not be subject
6 to any the grievance procedures negotiated in accordance with
7 chapter 20. A school district shall not be obligated to
8 process any evaluation grievance after service of a notice and
9 recommendation to terminate an individual's continuing teaching
10 contract in accordance with this chapter.

11 Sec. 33. Section 279.15, subsection 2, paragraph c, Code
12 2022, is amended to read as follows:

13 c. Within five days of the receipt of the written notice
14 that the superintendent is recommending termination of the
15 contract, the teacher may request, in writing to the secretary
16 of the board, a private hearing with the board. The private
17 hearing shall not be subject to [chapter 21](#) and shall be held
18 no sooner than ~~twenty~~ ten days and no later than ~~forty~~ twenty
19 days following the receipt of the request unless the parties
20 otherwise agree. The secretary of the board shall notify the
21 teacher in writing of the date, time, and location of the
22 private hearing, and at least ~~ten~~ five days before the hearing
23 shall also furnish to the teacher any documentation which
24 may be presented to the board at the private hearing and a
25 list of persons who may address the board in support of the
26 superintendent's recommendation at the private hearing. At
27 least ~~seven~~ three days before the hearing, the teacher shall
28 provide any documentation the teacher expects to present at
29 the private hearing, along with the names of any persons who
30 may address the board on behalf of the teacher. This exchange
31 of information shall be at the time specified unless otherwise
32 agreed.

33 Sec. 34. Section 279.16, Code 2022, is amended by striking
34 the section and inserting in lieu thereof the following:

35 **279.16 Private hearing — decision — record.**

1 1. The participants at the private hearing shall be
2 at least a majority of the members of the board, their
3 legal representatives, if any, the superintendent, the
4 superintendent's designated representatives, if any, the
5 teacher's immediate supervisor, the teacher, the teacher's
6 representatives, if any, and the witnesses for the parties.
7 The evidence at the private hearing shall be limited to the
8 specific reasons stated in the superintendent's notice of
9 recommendation of termination. No participant in the hearing
10 shall be liable for any damages to any person if any statement
11 at the hearing is determined to be erroneous as long as the
12 statement was made in good faith. The superintendent shall
13 present evidence and argument on all issues involved and
14 the teacher may cross-examine, respond and present evidence
15 and argument in the teacher's behalf relevant to all issues
16 involved. Evidence may be by stipulation of the parties and
17 informal settlement may be made by stipulation, consent, or
18 default or by any other method agreed upon by the parties in
19 writing. The board shall employ a certified shorthand reporter
20 to keep a record of the private hearing. The proceedings
21 or any part thereof shall be transcribed at the request of
22 either party with the expense of transcription charged to the
23 requesting party.

24 2. The presiding officer of the board may administer oaths
25 in the same manner and with like effect and under the same
26 penalties as in the case of magistrates exercising criminal
27 or civil jurisdiction. The board shall cause subpoenas to be
28 issued for such witnesses and the production of such books
29 and papers as either the board or the teacher may designate.
30 The subpoenas shall be signed by the presiding officer of the
31 board.

32 3. In case a witness is duly subpoenaed and refuses to
33 attend, or in case a witness appears and refuses to testify
34 or to produce required books or papers, the board shall,
35 in writing, report such refusal to the district court of

1 the county in which the administrative office of the school
2 district is located, and the court shall proceed with the
3 person or witness as though the refusal had occurred in a
4 proceeding legally pending before the court.

5 4. The board shall not be bound by common law or statutory
6 rules of evidence or by technical or formal rules of procedure,
7 but it shall hold the hearing in such manner as is best suited
8 to ascertain and conserve the substantial rights of the
9 parties. Process and procedure under sections 279.13 through
10 279.19 shall be as summary as reasonably may be.

11 5. At the conclusion of the private hearing, the
12 superintendent and the teacher may file written briefs and
13 arguments with the board within three days or such other time
14 as may be agreed upon.

15 6. If the teacher fails to timely request a private hearing
16 or does not appear at the private hearing, the board may
17 proceed and make a determination upon the superintendent's
18 recommendation. If the teacher fails to timely file a request
19 for a private hearing, the determination shall be not later
20 than May 31. If the teacher fails to appear at the private
21 hearing, the determination shall be not later than five days
22 after the scheduled date for the private hearing. The board
23 shall convene in open session and by roll call vote determine
24 the termination or continuance of the teacher's contract
25 and, if the board votes to continue the teacher's contract,
26 whether to suspend the teacher with or without pay for a period
27 specified by the board.

28 7. Within five days after the private hearing, the board
29 shall, in executive session, meet to make a final decision
30 upon the recommendation and the evidence as herein provided.
31 The board shall also consider any written brief and arguments
32 submitted by the superintendent and the teacher.

33 8. The record for a private hearing shall include:

34 a. All pleadings, motions and intermediate rulings.

35 b. All evidence received or considered and all other

1 submissions.

2 *c.* A statement of all matters officially noticed.

3 *d.* All questions and offers of proof, objections and rulings
4 thereon.

5 *e.* All findings and exceptions.

6 *f.* Any decision, opinion, or conclusion by the board.

7 *g.* Findings of fact shall be based solely on the evidence in
8 the record and on matters officially noticed in the record.

9 9. The decision of the board shall be in writing and shall
10 include findings of fact and conclusions of law, separately
11 stated. Findings of fact, if set forth in statutory language,
12 shall be accompanied by a concise and explicit statement of
13 the underlying facts supporting the findings. Each conclusion
14 of law shall be supported by cited authority or by reasoned
15 opinion.

16 10. When the board has reached a decision, opinion, or
17 conclusion, it shall convene in open meeting and by roll
18 call vote determine the continuance or discontinuance of the
19 teacher's contract and, if the board votes to continue the
20 teacher's contract, whether to suspend the teacher with or
21 without pay for a period specified by the board. The record
22 of the private conference and findings of fact and exceptions
23 shall be exempt from the provisions of [chapter 22](#). The
24 secretary of the board shall immediately mail notice of the
25 board's action to the teacher.

26 Sec. 35. NEW SECTION. 279.17 Appeal by teacher to
27 adjudicator.

28 1. If the teacher is no longer a probationary teacher, the
29 teacher may, within ten days, appeal the determination of the
30 board to an adjudicator by filing a notice of appeal with the
31 secretary of the board. The notice of appeal shall contain a
32 concise statement of the action which is the subject of the
33 appeal, the particular board action appealed from, the grounds
34 on which relief is sought and the relief sought.

35 2. Within five days following receipt by the secretary

1 of the notice of appeal, the board or the board's legal
2 representative, if any, and the teacher or the teacher's
3 representative, if any, may select an adjudicator who resides
4 within the boundaries of the merged area in which the school
5 district is located. If an adjudicator cannot be mutually
6 agreed upon within the five-day period, the secretary shall
7 notify the chairperson of the public employment relations board
8 by transmitting the notice of appeal, and the chairperson of
9 the public employment relations board shall within five days
10 provide a list of five adjudicators to the parties. Within
11 three days from receipt of the list of adjudicators, the
12 parties shall select an adjudicator by alternately removing a
13 name from the list until only one name remains. The person
14 whose name remains shall be the adjudicator. The parties shall
15 determine by lot which party shall remove the first name from
16 the list submitted by the chairperson of the public employment
17 relations board. The secretary of the board shall inform the
18 chairperson of the public employment relations board of the
19 name of the adjudicator selected.

20 3. If the teacher does not timely request an appeal to an
21 adjudicator, the decision, opinion, or conclusion of the board
22 shall become final and binding.

23 4. a. Within thirty days after filing the notice of appeal,
24 or within further time allowed by the adjudicator, the board
25 shall transmit to the adjudicator the original or a certified
26 copy of the entire record of the private hearing which may be
27 the subject of the petition. By stipulation of the parties
28 to review the proceedings, the record of the case may be
29 shortened. The adjudicator may require or permit subsequent
30 corrections or additions to the shortened record.

31 b. The record certified and filed by the board shall be the
32 record upon which the appeal shall be heard and no additional
33 evidence shall be heard by the adjudicator. In such appeal to
34 the adjudicator, especially when considering the credibility
35 of witnesses, the adjudicator shall give weight to the fact

1 findings of the board but shall not be bound by them.

2 5. Before the date set for hearing a petition for review
3 of board action, which shall be within ten days after
4 receipt of the record unless otherwise agreed or unless the
5 adjudicator orders additional evidence be taken before the
6 board, application may be made to the adjudicator for leave to
7 present evidence in addition to that found in the record of the
8 case. If it is shown to the adjudicator that the additional
9 evidence is material and that there were good reasons for
10 failure to present it in the private hearing before the board,
11 the adjudicator may order that the additional evidence be taken
12 before the board upon conditions determined by the adjudicator.
13 The board may modify its findings and decision in the case by
14 reason of the additional evidence and shall file that evidence
15 and any modifications, new findings, or decisions, with the
16 adjudicator and mail copies of the new findings or decisions
17 to the teacher.

18 6. The adjudicator may affirm board action or remand to the
19 board for further proceedings. The adjudicator shall reverse,
20 modify, or grant any appropriate relief from the board action
21 if substantial rights of the teacher have been prejudiced
22 because the board action is any of the following:

23 *a.* In violation of a board rule or policy or contract.

24 *b.* Unsupported by a preponderance of the competent evidence
25 in the record made before the board when that record is viewed
26 as a whole.

27 *c.* Unreasonable, arbitrary or capricious or characterized
28 by an abuse of discretion or a clearly unwarranted exercise of
29 discretion.

30 7. The adjudicator shall, within fifteen days after the
31 hearing, make a decision and shall give a copy of the decision
32 to the teacher and the secretary of the board. The decision
33 of the adjudicator shall become the final and binding decision
34 of the board unless either party within ten days notifies the
35 secretary of the board that the decision is rejected. The

1 board may reject the decision by majority roll call vote, in
2 open meeting, entered into the minutes of the meeting. The
3 board shall immediately notify the teacher of its decision
4 by certified mail. The teacher may reject the adjudicator's
5 decision by notifying the board's secretary in writing within
6 ten days of the filing of such decision.

7 8. All costs of the adjudicator shall be shared equally by
8 the teacher and the board.

9 Sec. 36. Section 279.18, Code 2022, is amended by striking
10 the section and inserting in lieu thereof the following:

11 **279.18 Appeal by either party to court.**

12 1. If either party rejects the adjudicator's decision,
13 the rejecting party shall, within thirty days of the initial
14 filing of such decision, appeal to the district court of
15 the county in which the administrative office of the school
16 district is located. The notice of appeal shall be immediately
17 mailed by certified mail to the other party. The adjudicator
18 shall transmit to the reviewing court the original or a
19 certified copy of the entire record which may be the subject
20 of the petition. By stipulation of all parties to the review
21 proceedings, the record of such a case may be shortened. A
22 party unreasonably refusing to stipulate to limit the record
23 may be taxed by the court for the additional cost. The court
24 may require or permit subsequent corrections or additions to
25 the shortened record.

26 2. In proceedings for judicial review of the adjudicator's
27 decision, the court shall not hear any further evidence
28 but shall hear the case upon the certified record. In such
29 judicial review, especially when considering the credibility of
30 witnesses, the court shall give weight to the fact findings of
31 the board but shall not be bound by them. The court may affirm
32 the adjudicator's decision or remand to the adjudicator or the
33 board for further proceedings upon conditions determined by the
34 court. The court shall reverse, modify, or grant any other
35 appropriate relief from the board decision or the adjudicator's

1 decision equitable or legal and including declaratory relief
2 if substantial rights of the petitioner have been prejudiced
3 because the action is any of the following:

4 *a.* In violation of constitutional or statutory provisions.

5 *b.* In excess of the statutory authority of the board or the
6 adjudicator.

7 *c.* In violation of a board rule or policy or contract.

8 *d.* Made upon unlawful procedure.

9 *e.* Affected by other error of law.

10 *f.* Unsupported by a preponderance of the competent evidence
11 in the record made before the board and the adjudicator when
12 that record is viewed as a whole.

13 *g.* Unreasonable, arbitrary or capricious or characterized
14 by an abuse of discretion or a clearly unwarranted exercise of
15 discretion.

16 3. An aggrieved or adversely affected party to the judicial
17 review proceeding may obtain a review of any final judgment of
18 the district court by appeal to the supreme court. The appeal
19 shall be taken as in other civil cases, although the appeal may
20 be taken regardless of the amount involved.

21 4. For purposes of this section, unless the context
22 otherwise requires, "*rejecting party*" shall include but not be
23 limited to an instructor employed by a community college.

24 Sec. 37. Section 279.19, Code 2022, is amended by striking
25 the section and inserting in lieu thereof the following:

26 **279.19 Probationary period.**

27 1. The first three consecutive years of employment of
28 a teacher in the same school district are a probationary
29 period. However, if the teacher has successfully completed a
30 probationary period of employment for another school district
31 located in Iowa, the probationary period in the current
32 district of employment shall not exceed one year. A board of
33 directors may waive the probationary period for any teacher who
34 previously has served a probationary period in another school
35 district and the board may extend the probationary period for

1 an additional year with the consent of the teacher.

2 2. a. In the case of the termination of a probationary
3 teacher's contract, the provisions of sections 279.15 and
4 279.16 shall apply. However, if the probationary teacher is a
5 beginning teacher who fails to demonstrate competence in the
6 Iowa teaching standards in accordance with chapter 284, the
7 provisions of sections 279.17 and 279.18 shall also apply.

8 b. The board's decision shall be final and binding unless
9 the termination was based upon an alleged violation of a
10 constitutionally guaranteed right of the teacher or an alleged
11 violation of public employee rights of the teacher under
12 section 20.10.

13 3. Notwithstanding any provision to the contrary, the
14 grievance procedures of section 20.18 relating to job
15 performance or job retention shall not apply to a teacher
16 during the first two years of the teacher's probationary
17 period. However, this subsection shall not apply to a teacher
18 who has successfully completed a probationary period in a
19 school district in Iowa.

20 Sec. 38. Section 279.19A, subsections 1, 2, 7, and 8, Code
21 2022, are amended to read as follows:

22 1. School districts employing individuals to coach
23 interscholastic athletic sports shall issue a separate
24 extracurricular contract for each of these sports. An
25 extracurricular contract offered under [this section](#) shall be
26 separate from the contract issued under [section 279.13](#). Wages
27 for employees who coach these sports shall be paid pursuant
28 to established or negotiated supplemental pay schedules.
29 An extracurricular contract shall be in writing, and shall
30 state the number of contract days for that sport, the annual
31 compensation to be paid, and any other matters as may be
32 mutually agreed upon. The contract shall be for a single
33 school year.

34 2. a. An extracurricular contract shall be continued
35 automatically in force and effect for equivalent periods,

1 except as modified or terminated by mutual agreement of
2 the board of directors and the employee, or terminated in
3 accordance with this section. An extracurricular contract
4 shall initially be offered by the employing board to an
5 individual on the same date that contracts are offered to
6 teachers under section 279.13. An extracurricular contract
7 may be terminated at the end of a school year pursuant to
8 sections 279.15 through 279.19. If the school district offers
9 an extracurricular contract for a sport for the subsequent
10 school year to an employee who is currently performing
11 under an extracurricular contract for that sport, and the
12 employee does not wish to accept the extracurricular contract
13 for the subsequent year, the employee may resign from the
14 extracurricular contract within twenty-one days after it has
15 been received.

16 ~~b. If the provisions of an extracurricular contract executed~~
17 ~~under this section conflict with a collective bargaining~~
18 ~~agreement negotiated under chapter 20 and effective when the~~
19 ~~extracurricular contract is executed or renewed, the provisions~~
20 ~~of the collective bargaining agreement shall prevail Section~~
21 ~~279.13, subsection 3, applies to this section.~~

22 7. An extracurricular contract may be terminated prior to
23 the expiration of that contract ~~for any lawful reason following~~
24 ~~an informal, private hearing before the board of directors~~
25 pursuant to section 279.27. ~~The decision of the board to~~
26 ~~terminate an extracurricular contract shall be final.~~

27 8. a. A termination proceeding regarding an extracurricular
28 contract ~~shall~~ either by the board pursuant to subsection 2 or
29 pursuant to section 279.27 does not affect a contract issued
30 pursuant to section 279.13.

31 b. A termination of a contract entered into pursuant to
32 section 279.13, or a resignation from that contract by the
33 teacher, constitutes an automatic termination or resignation of
34 the extracurricular contract in effect between the same teacher
35 and the employing school board.

1 Sec. 39. Section 279.23, subsection 1, paragraph c, Code
2 2022, is amended to read as follows:

3 c. The rate of compensation per week of five consecutive
4 days or month of four consecutive weeks.

5 Sec. 40. Section 279.23, subsection 5, Code 2022, is amended
6 to read as follows:

7 5. Notwithstanding the other provisions of [this section](#),
8 a temporary contract may be issued to an administrator ~~for~~
9 ~~up to nine months. Notwithstanding the other provisions of~~
10 ~~this section~~, a temporary contract may also be issued to
11 an administrator to fill a vacancy created by a leave of
12 absence in accordance with the provisions of [section 29A.28](#),
13 which contract shall automatically terminate upon return from
14 military leave of the former incumbent of the administrator
15 position. ~~Temporary contracts and which contract~~ shall not be
16 subject to the provisions of [sections 279.24](#) and [279.25](#).

17 Sec. 41. Section 279.24, subsections 2 and 4, Code 2022, are
18 amended to read as follows:

19 2. If the board of directors is considering termination of
20 an administrator's contract, prior to any formal action, the
21 board may arrange to meet in closed session, in accordance with
22 the provisions of [section 21.5](#), with the administrator and the
23 administrator's representative. The board shall review the
24 administrator's evaluation, review the reasons for nonrenewal,
25 and give the administrator an opportunity to respond. If,
26 following the closed session, the board of directors and the
27 administrator are unable to mutually agree to a modification
28 or termination of the administrator's contract, or the board
29 of directors may issue and the administrator are unable to
30 mutually agree to enter into a one-year, nonrenewable contract,
31 ~~to the administrator. If the board of directors decides to~~
32 ~~terminate the administrator's contract, the board shall follow~~
33 the procedures in [this section](#).

34 4. Administrators employed in a school district for
35 less than ~~three~~ two consecutive years are probationary

1 administrators. However, a school board may waive the
2 probationary period for any administrator who has previously
3 served a probationary period in another school district and
4 the school board may extend the probationary period for an
5 additional year with the consent of the administrator. If a
6 school board determines that it should terminate a probationary
7 administrator's contract, the school board shall notify the
8 administrator not later than May 15 that the contract will not
9 be renewed beyond the current year. The notice shall be in
10 writing by letter, personally delivered, or mailed by certified
11 mail. The notification shall be complete when received by the
12 administrator. Within ten days after receiving the notice, the
13 administrator may request a private conference with the school
14 board to discuss the reasons for termination. The school
15 board's decision to terminate a probationary administrator's
16 contract shall be final unless the termination was based upon
17 an alleged violation of a constitutionally guaranteed right of
18 the administrator.

19 Sec. 42. Section 279.24, subsection 5, paragraphs c, d, e,
20 f, g, and h, Code 2022, are amended to read as follows:

21 c. Within five days after receipt of the written notice
22 that the school board has voted to consider termination of
23 the contract, the administrator may request ~~a private hearing~~
24 in writing to the secretary of the school board. ~~The board~~
25 ~~shall then forward~~ that the notification be forwarded to the
26 board of educational examiners along with a request that the
27 board of educational examiners submit a list of five qualified
28 administrative law judges to the parties. Within three
29 days from receipt of the list the parties shall select an
30 administrative law judge by alternately removing a name from
31 the list until only one name remains. The person whose name
32 remains shall be the administrative law judge. The parties
33 shall determine by lot which party shall remove the first
34 name from the list. The ~~private~~ hearing shall be held no
35 sooner than ~~twenty~~ ten days and not later than ~~forty~~ thirty

1 days following the administrator's request unless the parties
2 otherwise agree. If the administrator does not request a
3 ~~private~~ hearing, the school board, not later than May 31, may
4 determine the continuance or discontinuance of the contract
5 and, if the board determines to continue the administrator's
6 contract, whether to suspend the administrator with or without
7 pay for a period specified by the board. School board action
8 shall be by majority roll call vote entered on the minutes of
9 the meeting. Notice of school board action shall be personally
10 delivered or mailed to the administrator.

11 d. The administrative law judge selected shall notify
12 the secretary of the school board and the administrator in
13 writing concerning the date, time, and location of the ~~private~~
14 hearing. The school board may be represented by a legal
15 representative, if any, and the administrator shall appear and
16 may be represented by counsel or by representative, if any.
17 ~~Any witnesses for the parties at the private hearing shall be~~
18 ~~sequestered.~~ A transcript or recording shall be made of the
19 proceedings at the ~~private~~ hearing. A school board member or
20 administrator is not liable for any damage to an administrator
21 or school board member if a statement made at the ~~private~~
22 hearing is determined to be erroneous as long as the statement
23 was made in good faith.

24 e. The administrative law judge shall, within ten days
25 following the date of the ~~private~~ hearing, make a proposed
26 decision as to whether or not the administrator should be
27 dismissed, and shall give a copy of the proposed decision to
28 the administrator and the school board. Findings of fact shall
29 be prepared by the administrative law judge. The proposed
30 decision of the administrative law judge shall become the final
31 decision of the school board unless within ~~thirty~~ ten days
32 after the filing of the decision the administrator files a
33 written notice of appeal with the school board, or the school
34 board on its own motion determines to review the decision.

35 f. If the administrator appeals to the school board, or if

1 the school board determines on its own motion to review the
2 proposed decision of the administrative law judge, a private
3 hearing shall be held before the school board within ~~ten~~ five
4 days after the petition for review, or motion for review, has
5 been made or at such other time as the parties agree. The
6 private hearing is not subject to chapter 21. The school board
7 may hear the case de novo upon the record as submitted before
8 the administrative law judge. In cases where there is an
9 appeal from a proposed decision or where a proposed decision
10 is reviewed on motion of the school board, an opportunity
11 shall be afforded to each party to file exceptions, present
12 briefs, and present oral arguments to the school board which
13 is to render the final decision. The secretary of the school
14 board shall give the administrator written notice of the time,
15 place, and date of the ~~private~~ hearing. The school board shall
16 meet within five days after the ~~private~~ hearing to determine
17 the question of continuance or discontinuance of the contract
18 and, if the board determines to continue the administrator's
19 contract, whether to suspend the administrator with or
20 without pay for a period specified by the board ~~or issue the~~
21 ~~administrator a one-year, nonrenewable contract~~. The school
22 board shall make findings of fact which shall be based solely
23 on the evidence in the record and on matters officially noticed
24 in the record.

25 *g.* The decision of the school board shall be in writing
26 and shall include finding of fact and conclusions of law,
27 separately stated. Findings of fact, if set forth in statutory
28 language, shall be accompanied by a concise and explicit
29 statement of the underlying facts supporting the findings.
30 Each conclusion of law shall be supported by cited authority
31 or by reasoned opinion.

32 *h.* When the school board has reached a decision, opinion,
33 or conclusion, it shall convene in open meeting and by roll
34 call vote determine the continuance or discontinuance of
35 the administrator's contract and, if the board votes to

1 continue the administrator's contract, whether to suspend the
2 administrator with or without pay for a period specified by
3 the board ~~or issue the administrator a one-year, nonrenewable~~
4 ~~contract~~. The record of the private hearing conference and
5 ~~written decision of the board~~ findings of fact and exceptions
6 shall be exempt from the provisions of [chapter 22](#). The
7 secretary of the school board shall immediately personally
8 deliver or mail notice of the school board's action to the
9 administrator.

10 Sec. 43. Section 279.27, Code 2022, is amended to read as
11 follows:

12 **279.27 Discharge of teacher.**

13 ~~1.~~ A teacher may be discharged at any time during the
14 contract year for just cause. The superintendent or the
15 superintendent's designee, shall notify the teacher immediately
16 that the superintendent will recommend in writing to the board
17 at a regular or special meeting of the board held not more
18 than fifteen days after notification has been given to the
19 teacher that the teacher's continuing contract be terminated
20 effective immediately following a decision of the board.
21 The procedure for dismissal shall be as provided in section
22 279.15, subsection 2, and [sections 279.16 through 279.19](#). The
23 superintendent may suspend a teacher under [this section](#) pending
24 hearing and determination by the board.

25 ~~2. For purposes of [this section](#), "just cause" includes~~
26 ~~but is not limited to a violation of the code of professional~~
27 ~~conduct and ethics of the board of educational examiners if~~
28 ~~the board has taken disciplinary action against a teacher,~~
29 ~~during the six months following issuance by the board of a~~
30 ~~final written decision and finding of fact after a disciplinary~~
31 ~~proceeding.~~

32 Sec. 44. Section 284.3, subsection 2, Code 2022, is amended
33 to read as follows:

34 2. A school board shall provide for the following:

35 a. For purposes of comprehensive evaluations, standards

1 and criteria which measure a beginning teacher's performance
2 against the Iowa teaching standards specified in subsection 1,
3 and the criteria for the Iowa teaching standards developed by
4 the department in accordance with section 256.9, to determine
5 whether the teacher's practice meets the requirements specified
6 for a career teacher. These standards and criteria shall be
7 set forth in an instrument provided by the department. The
8 comprehensive evaluation and instrument are not subject to
9 negotiations or grievance procedures pursuant to chapter 20 or
10 determinations made by the board of directors under section
11 279.14. A local school board and its certified bargaining
12 representative may negotiate, pursuant to chapter 20,
13 evaluation and grievance procedures for beginning teachers that
14 are not in conflict with this chapter. If, in accordance with
15 section 279.19, a beginning teacher appeals the determination
16 of a school board to an adjudicator under section 279.17, the
17 adjudicator selected shall have successfully completed training
18 related to the Iowa teacher standards, the criteria adopted
19 by the state board in accordance with subsection 3, and any
20 additional training required under rules adopted by the public
21 employment relations board in cooperation with the state board.

22 *b.* For purposes of performance reviews for teachers other
23 than beginning teachers, evaluations that contain, at a
24 minimum, the Iowa teaching standards specified in subsection
25 1, as well as the criteria for the Iowa teaching standards
26 developed by the department in accordance with section
27 256.9, subsection 42. A local school board and its certified
28 bargaining representative may negotiate, pursuant to chapter
29 20, additional teaching standards and criteria. A local
30 school board and its certified bargaining representative shall
31 negotiate, pursuant to chapter 20, evaluation and grievance
32 procedures for teachers other than beginning teachers that are
33 not in conflict with this chapter.

34 Sec. 45. Section 284.4, subsection 1, paragraph b,
35 subparagraphs (2) and (5), Code 2022, are amended to read as

1 follows:

2 (2) Monitor the evaluation requirements of [this chapter](#)
3 to ensure evaluations are conducted in a fair and consistent
4 manner throughout the school district or agency. ~~The committee~~
5 ~~shall~~ In addition to any negotiated evaluation procedures,
6 develop model evidence for the Iowa teaching standards and
7 criteria. The model evidence will minimize paperwork and focus
8 on teacher improvement. The model evidence will determine
9 which standards and criteria can be met with observation and
10 which evidence meets multiple standards and criteria.

11 (5) ~~Determine~~ Ensure the agreement negotiated pursuant to
12 chapter 20 determines the compensation for teachers on the
13 committee for work responsibilities required beyond the normal
14 work day.

15 Sec. 46. Section 284.8, subsections 2 and 3, Code 2022, are
16 amended to read as follows:

17 2. If a supervisor or an evaluator determines, at any time,
18 as a result of a teacher's performance that the teacher is not
19 meeting district expectations under the Iowa teaching standards
20 specified in [section 284.3, subsection 1](#), paragraphs "a"
21 through "h", ~~and~~ the criteria for the Iowa teaching standards
22 developed by the department in accordance with section 256.9,
23 subsection 42, and any other standards or criteria established
24 in the collective bargaining agreement, the evaluator shall,
25 at the direction of the teacher's supervisor, recommend to
26 the district that the teacher participate in an intensive
27 assistance program. The intensive assistance program and its
28 implementation are ~~not~~ subject to negotiation and grievance
29 procedures established pursuant to [chapter 20](#). All school
30 districts shall be prepared to offer an intensive assistance
31 program.

32 3. A teacher who is not meeting the applicable standards and
33 criteria based on a determination made pursuant to [subsection 2](#)
34 shall participate in an intensive assistance program. ~~However,~~
35 ~~a teacher who has previously participated in an intensive~~

1 ~~assistance program relating to particular Iowa teaching~~
2 ~~standards or criteria shall not be entitled to participate~~
3 ~~in another intensive assistance program relating to the same~~
4 ~~standards or criteria and shall be subject to the provisions of~~
5 ~~subsection 4.~~

6 Sec. 47. Section 284.8, Code 2022, is amended by adding the
7 following new subsection:

8 NEW SUBSECTION. 2A. If a teacher is denied advancement
9 to the career II or advanced teacher level based upon a
10 performance review, the teacher may appeal the decision to an
11 adjudicator under the process established under section 279.17.
12 However, the decision of the adjudicator is final.

13 Sec. 48. Section 284.8, subsection 4, Code 2022, is amended
14 by striking the subsection.

15 Sec. 49. EFFECTIVE DATE. This division of this Act, being
16 deemed of immediate importance, takes effect upon enactment.

17 Sec. 50. APPLICABILITY. This division of this Act applies
18 to employment contracts of school employees entered into
19 pursuant to chapter 279 on and after the effective date of
20 this division of this Act. This division of this Act does
21 not apply to collective bargaining agreements which have been
22 ratified in a ratification election referred to in section
23 20.17, subsection 4, for which an arbitrator has made a final
24 determination as described in section 20.22, subsection 11,
25 or which have become effective, where such events occurred
26 before the effective date of this division of this Act. This
27 division of this Act applies to all collective bargaining
28 procedures provided for in chapter 20 occurring on and after
29 the effective date of this division of this Act and collective
30 bargaining agreements pursuant to chapter 20 for which a
31 ratification election referred to in section 20.17, subsection
32 4, is held, for which an arbitrator makes a final determination
33 as described in section 20.22, subsection 11, or which become
34 effective on or after the effective date of this division of
35 this Act.

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DIVISION IV

PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS

Sec. 51. Section 22.7, subsection 11, paragraph a, subparagraph (5), Code 2022, is amended to read as follows:

(5) The fact that the individual ~~resigned in lieu of termination, was discharged, or was demoted~~ as the result of a final disciplinary action, ~~and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion. For purposes of this subparagraph, "demoted" and "demotion" mean a change of an employee from a position in a given classification to a position in a classification having a lower pay grade upon the exhaustion of all applicable contractual, legal, and statutory remedies.~~

Sec. 52. REPEAL. Sections 22.13A and 22.15, Code 2022, are repealed.

Sec. 53. EFFECTIVE DATE. This division of this Act, being deemed of immediate importance, takes effect upon enactment.

Sec. 54. APPLICABILITY. This division of this Act applies to requests for records pursuant to chapter 22 submitted on or after the effective date of this division of this Act.

DIVISION V

CITY CIVIL SERVICE REQUIREMENTS

Sec. 55. Section 400.12, subsection 4, Code 2022, is amended by striking the subsection.

Sec. 56. Section 400.17, subsection 4, Code 2022, is amended to read as follows:

4. A person shall not be appointed, denied appointment, promoted, ~~removed~~, discharged, ~~suspended~~, or demoted to or from a civil service position or in any other way favored or discriminated against in that position because of political or religious opinions or affiliations, race, national origin, sex, or age, or in retaliation for the exercise of any right enumerated in **this chapter**. However, the maximum age for a police officer or fire fighter covered by **this chapter** and employed for police duty or the duty of fighting fires is

1 sixty-five years of age.

2 Sec. 57. Section 400.18, Code 2022, is amended by striking
3 the section and inserting in lieu thereof the following:

4 **400.18 Removal, demotion, or suspension.**

5 1. A person holding civil service rights as provided in
6 this chapter shall not be removed, demoted, or suspended
7 arbitrarily, except as otherwise provided in this chapter, but
8 may be removed, demoted, or suspended after a hearing by a
9 majority vote of the civil service commission, for neglect of
10 duty, disobedience, misconduct, or failure to properly perform
11 the person's duties.

12 2. The party alleging neglect of duty, disobedience,
13 misconduct, or failure to properly perform a duty shall have
14 the burden of proof.

15 3. A person subject to a hearing has the right to be
16 represented by counsel at the person's expense or by the
17 person's authorized collective bargaining representative.

18 Sec. 58. Section 400.19, Code 2022, is amended to read as
19 follows:

20 **400.19 Removal, or discharge, ~~demotion, or suspension~~ of**
21 **subordinates.**

22 The person having the appointing power as provided in
23 this chapter, or the chief of police or chief of the fire
24 department, may, ~~upon presentation of grounds for such action~~
25 ~~to the subordinate in writing, peremptorily remove, discharge,~~
26 ~~demote, or suspend,~~ demote, or discharge a subordinate then
27 under the person's or chief's direction ~~due to any act or~~
28 ~~failure to act by the employee that is in contravention of law,~~
29 ~~city policies, or standard operating procedures, or that in~~
30 ~~the judgment of the person or chief is sufficient to show that~~
31 ~~the employee is unsuitable or unfit for employment~~ for neglect
32 of duty, disobedience of orders, misconduct, or failure to
33 properly perform the subordinate's duties.

34 Sec. 59. Section 400.20, Code 2022, is amended to read as
35 follows:

1 **400.20 Appeal.**

2 The ~~removal, discharge~~ suspension, demotion, or ~~suspension~~
3 discharge of a person holding civil service rights may be
4 appealed to the civil service commission within fourteen
5 calendar days after the ~~removal, discharge~~ suspension,
6 demotion, or ~~suspension~~ discharge.

7 Sec. 60. Section 400.21, Code 2022, is amended to read as
8 follows:

9 **400.21 Notice of appeal.**

10 If the appeal be taken by the person ~~removed, discharged~~
11 suspended, demoted, or ~~suspended~~ discharged, notice of the
12 appeal, signed by the appellant and specifying the ruling
13 appealed from, shall be filed with the clerk of the commission.
14 If the appeal is taken by the person making such ~~removal,~~
15 ~~discharge~~ suspension, demotion, or ~~suspension~~ discharge, such
16 notice shall also be served upon the person ~~removed, discharged~~
17 suspended, demoted, or ~~suspended~~ discharged.

18 Sec. 61. Section 400.22, Code 2022, is amended to read as
19 follows:

20 **400.22 Charges.**

21 Within fourteen calendar days from the service of the notice
22 of appeal, the person or body making the ruling appealed
23 from shall file with the body to which the appeal is taken a
24 written specification of the charges and grounds upon which the
25 ruling was based. If the charges are not filed, the person
26 ~~removed, suspended or discharged, demoted, or suspended~~ may
27 present the matter to the body to whom the appeal is to be
28 taken by affidavit, setting forth the facts, and the body to
29 whom the appeal is to be taken shall immediately enter an
30 order reinstating the person ~~removed, suspended or discharged,~~
31 ~~demoted, or suspended~~ for want of prosecution.

32 Sec. 62. Section 400.27, subsection 3, Code 2022, is amended
33 to read as follows:

34 3. The city or any civil service employee shall have a
35 right to appeal to the district court from the final ruling or

1 decision of the civil service commission. The appeal shall be
2 taken within thirty days from the filing of the formal decision
3 of the commission. The district court of the county in which
4 the city is located shall have full jurisdiction of the appeal.
5 ~~The scope of review for the appeal shall be limited to de novo~~
6 ~~appellate review without a trial or additional evidence~~ The
7 appeal shall be a trial de novo as an equitable action in the
8 district court.

9 Sec. 63. Section 400.28, Code 2022, is amended by striking
10 the section and inserting in lieu thereof the following:

11 **400.28 Employees — number diminished.**

12 1. When the public interest requires a diminution of
13 employees in a classification or grade under civil service,
14 the city council, acting in good faith, may do either of the
15 following:

16 a. Abolish the office and remove the employee from the
17 employee's classification or grade thereunder.

18 b. Reduce the number of employees in any classification or
19 grade by suspending the necessary number.

20 2. In case it thus becomes necessary to so remove or suspend
21 any such employees, the persons so removed or suspended shall
22 be those having seniority of the shortest duration in the
23 classifications or grades affected, and such seniority shall be
24 computed as provided in section 400.12 for all persons holding
25 seniority in the classification or grade affected, regardless
26 of their seniority in any other classification or grade, but
27 any such employee so removed from any classification or grade
28 shall revert to the employee's seniority in the next lower
29 grade or classification; if such seniority is equal, then the
30 one less efficient and competent as determined by the person or
31 body having the appointing power shall be the one affected.

32 3. In case of removal or suspension, the civil service
33 commission shall issue to each person affected one certificate
34 showing the person's comparative seniority or length of service
35 in each of the classifications or grades from which the person

1 is so removed and the fact that the person has been honorably
2 removed. The certificate shall also list each classification
3 or grade in which the person was previously employed. The
4 person's name shall be carried for a period of not less than
5 three years after the suspension or removal on a preferred list
6 and appointments or promotions made during that period to the
7 person's former duties in the classification or grade shall
8 be made in the order of greater seniority from the preferred
9 lists.

10 Sec. 64. SENIORITY RIGHTS REESTABLISHED. The seniority
11 rights of any civil service employee extinguished pursuant
12 to section 400.12, subsection 4, Code 2022, are hereby
13 reestablished, including accrual of seniority during the period
14 of extinguishment.

15 Sec. 65. EFFECTIVE DATE. This division of this Act, being
16 deemed of immediate importance, takes effect upon enactment.

17 Sec. 66. APPLICABILITY. This division of this Act applies
18 to employment actions taken on or after the effective date of
19 this division of this Act.

20 DIVISION VI

21 HEALTH INSURANCE MATTERS

22 Sec. 67. REPEAL. Section 70A.41, Code 2022, is repealed.

23 Sec. 68. EFFECTIVE DATE. This division of this Act, being
24 deemed of immediate importance, takes effect upon enactment.>

25 2. Title page, by striking line 1 and inserting <An Act
26 relating to economic development employment matters, and
27 including effective date and applicability provisions.>>

HUNTER of Polk